

EXHIBIT D

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of this 30th day of November 2016 (the "Effective Date") by and between **BLOCKCHAIN APPARATUS, LLC** ("ASSIGNOR"), a limited liability company having an address of 191 University Blvd., Suite 353, Denver, CO, 80206 and **BLOCKCHAIN TECHNOLOGIES CORPORATION** ("ASSIGNEE"), a corporation having an address of 55 Wall Street, #708, New York, NY 10005.

WHEREAS, ASSIGNOR has wishes to assign and transfer to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the inventions, patents and patent applications described in detail in attached Schedule A (the "Patents") as well as any Other IP.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE (each a "Party" and collectively, the "Parties") agree as follows:

1. DEFINITIONS

1.1. "**Affiliates**": means any member, manager, partner, director, officer, employee, attorney, advisor, representative or entity partly or wholly-owned by a party.

1.2. "**Other IP**": means any intellectual property that may be associated with or tied to the Patents. Examples include, but are not limited to any (i) international or other patent applications filed in the United States or in any other foreign jurisdiction which claim priority to, reference or otherwise incorporate subject matter or content similar to or derived from the Patents; and (ii) trademarks, trade secrets, or other copyrights associated with the Patents.

2. ASSIGNMENT

2.1. ASSIGNOR does hereby irrevocably sell, assign and transfer to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the Patents.

2.2. ASSIGNOR agrees to execute all papers and to perform other acts necessary to secure for ASSIGNEE or its affiliates the rights herein assigned.

3. REPRESENTATIONS AND WARRANTIES

3.1. Mutual Representation and Warranties. Each party represents and warrants that as of the Effective Date and at all times thereafter:

- (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and
- (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and will not conflict with or constitute a default under, any material contract, agreement or commitment binding upon it; and (ii) will not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over such Party.

3.2. Warranty by ASSIGNOR

- (a) **Warranty.** ASSIGNOR hereby represents and warranties to the ASSIGNEE that ASSIGNOR has the right, power and authority to enter into this Agreement.

4. MISCELLANEOUS PROVISIONS.

- 4.1. Governing Law.** This Agreement, and any and all disputes arising out of or relating to this Agreement, will be governed by and construed under the laws of Delaware and the United States of America where applicable, without reference to its conflicts of law principles.
- 4.2. Resolution of Disputes.** Any dispute, claim or controversy that may arise in connection with this Agreement shall be first negotiated in good faith by the Parties, and if such negotiations do not result in a mutually agreeable resolution, either Party may bring a claim against the other Party, provided that such claim shall be exclusively venued in the courts located in New Jersey. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts for any such claims, and waives any objections to such courts based on venue or the doctrine of forum non conveniens.
- 4.3. Successors and Assigns; Third Party Beneficiaries.** This Agreement is binding upon and will inure to the benefit of each Party and their respective permitted successors or assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
- 4.4. Entire Agreement.** This Agreement (including any attached Schedule) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof

and merges all discussions, representations, covenants, promises, discussions, negotiations, and exchanges between them with respect thereto.


4.5. Modification and Waiver. No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged.

4.6. Unenforceable Provisions. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible gives effect to the Parties' intent.

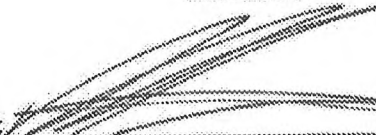
4.7. Counterparts. This Agreement and any exhibit attached hereto may be executed in multiple counterparts (which may be exchanged by facsimile), each of which will be deemed an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this agreement on the date first written above.

ASSIGNOR

By: 
Print: Nikolaos Spanos
Title: CEO
Company: Blackham Apparatus LLC

ASSIGNEE

By: 
Print: Nikolaos Spanos
Title: President
Company: Blackham Technologies Corporation

SCHEDULE A
DESCRIPTION OF PATENTS

US PATENT OR PATENT APPLICATION NO.	TITLE	FILING DATE
14/820,530	SYSTEM AND METHOD FOR SECURELY RECEIVING AND COUNTING VOTES IN AN ELECTION	08-06-2015
14/809,062	SYSTEM AND METHOD FOR CREATING A MULTI-BRANCHED BLOCKCHAIN WITH CONFIGURABLE PROTOCOL RULES	2015-07-24
62/029,409		2014-07-25
62/090,370		2014-08-06
62/112,130		2015-02-04
62/170,131		2015-06-03
62/185,613		2015-06-27